



Memorandum

To: **Honorable Mayor Seei and the Frisco City Council**
Thru: **George Purefoy**, City Manager
From: **Jim Travis**, Director
CC: A. Scott Young
Date: 3/30/2001
Re: Superdrome/Erwin Park Interlocal Agreement

Action Requested:

Approve resolution authorizing proposed Interlocal Agreement.

Background Information:

- The Dallas 2012 Olympic Bid Committee selected Erwin Park and the Superdrome in Frisco as potential Olympic Venue sites for the 2012 Summer Olympic Games.
- The Superdrome in Frisco has hosted International, National, regional, and local cycling events. In addition, the Superdrome has developed nationally recognized cycling development programs, junior racing team, and local cycling club.
- The proposed partnership between the cities of Frisco and McKinney will enhance the quality and scope of Olympic cycling programs in the North Texas area.
- The proposed partnership will provide a series of youth/adult cycling programs, events, instructional clinics, and training programs.

Board Review/Citizen Input:

- September 14, 2000 – Superdrome submitted first draft of Interlocal Agreement to city of McKinney.
- January 8, 2001 McKinney city attorney and Frisco city attorney complete revisions to proposed Interlocal Agreement.
- March 6, 2001 – McKinney city council approves funds for the proposed Interlocal Agreement.
- March 20, 2001 – McKinney city council approve resolution to sign Interlocal Agreement.

Alternatives:

The establishment of Olympic Mountain Cycling programs at Erwin Park requires the assistance of the experienced Superdrome management team, Jim Travis and Steve Walsh.

Financial Considerations:

The city of McKinney will pay the Superdrome Enterprise fund a total of \$50,000.

Legal Review:

Both the city of McKinney and city of Frisco attorneys have reviewed the Interlocal agreement.

Supporting Documents:

Final draft of the proposed Interlocal agreement is available on request.

Staff Recommendation:

The Superdrome in Frisco management staff supports the proposed Interlocal Agreement.

Thank you for your consideration of this item, if I can be of any support, please contact me at 972-335-5551 x125 or by email at atcm@ci.frisco.tx.us.

CITY OF FRISCO, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS
HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS
TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRISCO
AND THE CITY OF MCKINNEY.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FRISCO, TEXAS:

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to
execute, on behalf of the City Council of the City of Frisco, Texas, an Interlocal
Agreement between the city of Frisco and the city of McKinney, which is attached
hereto and incorporated herein for all purposes.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS the _____ day of _____ 2001.

Kathleen A. Seei, Mayor

ATTEST TO:

Nan Parker, City Secretary

***INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MCKINNEY, TEXAS
AND THE CITY OF FRISCO SUPERDROME
SPORTS ENTERPRISE***

This Interlocal Agreement for Services to be effective as of _____, 2001 is entered into by and among the ***CITY OF FRISCO, TEXAS***, a municipal corporation, the ***SUPERDROME***, a fund within a Texas municipal corporation, ("Frisco Superdrome") and the ***CITY OF MCKINNEY, TEXAS***, a municipal corporation, ("McKinney"), collectively, referred to as the "Parties":

RECITALS

WHEREAS, McKinney has requested that the Frisco Superdrome help support its public relations/media relations, marketing, cycling development program management, and events execution for the 2001 Erwin Park Season (the "Season") subject to the terms and conditions set forth herein, and Superdrome has agreed to help according to such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants as set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

- 1) Services to be provided by Frisco Superdrome in support of the 2001 Erwin Park Mountain Cycling Facility ("Erwin Park") Season:
 - a) Event/Program management, media relations and marketing support for the Erwin Park season. The Frisco Superdrome will use its best efforts to leverage its expertise in obtaining corporate sponsors, establishing contact and developing a relationship with USA Cycling, USOC, and other mountain cycling organizations on behalf of Erwin Park. This includes, but is not limited to, conducting four youth mountain cycling clinics and one competitive mountain cycling event during the 2001 season (season defined as April - October). Each and every Erwin Park Youth Cycling Clinic will consist of the following elements:

- i. Mountain cycling safety workshop
- ii. Bicycle maintenance workshop
- iii. Training schedule & workout regiment (based on cycling experience)
- iv. Coach evaluation and testing

b) Proposed 2001 Erwin Park Schedule is as follows:

- i. April 2001 Erwin Park Youth Cycling Clinic
- ii. May 2001 Erwin Park Youth Cycling Clinic
- iii. June 2001 Erwin Park Youth Cycling Clinic
- iv. September 2001 Erwin Park Youth Cycling Clinic
- v. October 2001 Erwin Park Event (competition)

The October competition will cater to local, regional, and national caliber athletes. The competition will consist of a Female, Male, and Junior category cross-country race. The event will be sanctioned and permitted by the national governing body of cycling – NORBA division, and will follow total compliance with USA Cycling rules and regulations. The Frisco Superdrome anticipates between 200-400 participants. Based on a \$20.00 per participant fee, the Frisco Superdrome anticipates a direct financial revenue gain of \$4,000.00 to \$8,000.00.

c) Event Public Relations - In addition to on-going public relations efforts, Frisco Superdrome proposes the following public relations plan for Erwin Park.

- i. Develop an introductory Public Relations Presentation to be distributed to local, regional, national media. The presentation shall include Power Point presentation, supporting documents, and appropriate graphics.
- ii. The Frisco Superdrome will also use its best efforts to emphasize and administer all public relations efforts to benefit the Dallas 2012 Olympic bid committee messages and strategies.
- iii. Develop event/program related press releases to be distributed to local, regional and national media.

- iv. Develop event/program related media alerts to be distributed to local, regional and national media.
- v. Develop event/program related media kits to be distributed to local, regional and national media.
- d) Volunteer Coordination – Frisco Superdrome will organize and supervise the overall volunteer efforts for Frisco Superdrome-designated Erwin Park events. This will include, but not be limited to, volunteer recruitment, scheduling, training and supervision.
- e) Collateral/electronic marketing material development – Frisco Superdrome will assist in the editorial development, design, ad layout and printing and posting of marketing collateral pieces for Erwin Park events/programs. Frisco Superdrome will also develop a plan for distribution of this material. Cost associated with approved collateral will be the sole responsibility of McKinney. Frisco Superdrome proposes the following collateral/electronic material development plan for Erwin Park.
 - i) Erwin Park logo development and distribution
 - ii) Erwin Park web-site development and distribution
 - iii) Erwin Park Sponsorship brochure and distribution (est. 5000 printed)
 - iv) Erwin Park “Youth Clinic” brochure and distribution (est. 5000 printed)
 - v) Erwin Park “Fall Event” brochure and distribution (est. 5000 printed)
 - vi) Printed collateral to be distributed to the following: local school districts, youth-oriented civic groups, local newspapers, and local parks and recreation departments.
 - vii) Frisco Superdrome primary contacts will be Jim Travis and Steve Walsh.
- 2) The Erwin Park website is proposed to be distributed as an “add-on” to the existing Frisco Superdrome.com and City of McKinney sites. The site would breakdown as follows: home page, clinic page, event page, and local attraction page. The Frisco Superdrome would also make its best effort to secure www.erwinpark.com URL. The associated costs related to building the site would be designated as “creative” only. This cost is factored into the communications/promotions proposed budget. Any on-going web-hosing duties would be considered a separate cost directed towards the City of McKinney’s existing communications budget.

- a) Erwin Park Sponsorship brochure and distribution (est. 5000 printed)
 - b) Erwin Park "Youth Clinic" brochure and distribution (est. 5000 printed)
 - c) Erwin Park "Fall Event brochure and distribution (est. 5000 printed)
 - d) Printed collateral to be distributed to the following: local school districts, youth-oriented civic groups, local newspapers, and local parks and recreation departments.
- 3) Payment for Services to Frisco Superdrome:
- a) For the above-referenced services Frisco Superdrome will charge a fee of \$50,000.00 for the period _____, 2001 through _____, 2002 ("Fee"). This Fee does not include out-of-pocket expenses.

The fee will be due according to the following schedule:

\$20,000 due on agreement signing
\$7,500 due on _____ 2001
\$7,500 due on _____ 2001
\$7,500 due on _____ 2001
\$7,500 due on _____ 2001

- b) Upon receipt of this signed Agreement and a \$20,000.00 payment due _____, 2001, Frisco Superdrome will begin work immediately.
- c) All out-of-pocket expenses incurred in implementing activities, including but not limited to items such as travel, messenger/delivery, photocopying, graphic design, production, printing, postage, broadcast fax and wire services, long distance phone services, supplies, and other miscellaneous incidentals will be billed at cost, and due thirty (30) days from invoice date ("out-of-pocket expenses"). If activities call for utilizing third-party vendors, these charges will be pre-approved in writing by McKinney and billed by vendor directly to McKinney at cost.
- d) For projected out-of-pocket costs and projected revenue see "Exhibit A".
- e) Frisco Superdrome will invoice McKinney for each of the payments and any additional out-of-pocket expenses. McKinney has thirty (30) days to pay upon receipt of each invoice.

f) Activity reports will be prepared each month and sent to McKinney if requested.

4) Termination of the Agreement:

Either party shall give thirty (30) days written notice in order to terminate the Agreement. In the event of termination, McKinney shall remain liable to Frisco Superdrome for any amounts due at time of termination, provided Frisco Superdrome is not in breach of this Agreement at the time of termination. All outstanding out of pocket expenses shall be due and payable as set forth in Section 3 above. The next scheduled Fee payment shall be pro-rated, computed on a daily rate, and due on the date of termination. To arrive at the daily rate, \$7,500.00 shall be divided by the number of days beginning the day after the last Fee payment due date and ending on the date the Fee would have been due. The daily rate shall then be multiplied by the number of days since the date after the last Fee payment date and ending on the date of termination.

5) Property Rights and Proprietary Information:

a) Upon payment therefore by McKinney, all materials and creative work relative thereto, including without limitation all designs, logos, graphics, brochures, ideas, literature, photographs, advertisements, art work and similar items and all derivatives thereof, produced by or for McKinney pursuant to this Agreement shall be deemed "works made for hire" as such term is used in applicable federal copyright statutes and shall be and remain the sole property of McKinney at all times and for all purposes. Frisco Superdrome shall obtain no right, title or interest in or such materials and creative work pursuant to this Agreement or otherwise.

b) With respect to photographs, copyrighted materials, art work or any other property or rights belonging to third parties, Frisco Superdrome shall obtain such releases, licenses, permits or other authorizations as may be required to use such property and shall indemnify McKinney from and against all claims relating to its use.

c) Frisco Superdrome will not disclose any proprietary information about or release any document concerning Erwin Park without prior approval from McKinney.

6) Indemnification:

While Frisco Superdrome will take all prudent care possible in the development of material, information and services hereunder, Frisco Superdrome cannot undertake to verify facts supplied to it by McKinney. McKinney, therefore shall be responsible for the accuracy, completeness

and propriety of all information it develops, obtains, or provides which is utilized by Frisco Superdrome in connection with the performance of assignments under this Agreement, and it will indemnify Frisco Superdrome to the extent allowed by law for any damages, costs or expenses arising out of the release of such information, provided that such information has in fact been provided to Frisco Superdrome by McKinney and/or that McKinney has approved such information for release by the Frisco Superdrome.

7) Professional Standards:

Frisco Superdrome will operate under the code of Professional Standards for the Practice of Public Relations as adopted by the Public Relations Society of America and the Meeting Professional International's Principles of Professionalism.

8) Constructions and Modification of Agreement:

- a) This Agreement contains the entire agreement and full understanding of the parties and can be modified only by signed addenda agreed to by both Parties.
- b) This Agreement is a contract and may be enforced by any Party as a contract and is not a mere recital.
- c) This Agreement may be signed in multiple counterparts and each such agreement or copy thereof bearing a complete set of signatures will be enforceable as the original

9) Governing Law:

This Agreement shall be governed by the laws of the State of Texas and shall be performable in Collin County, Texas.

10) Notices:

Any notices pursuant to this Agreement shall be in writing and shall be deemed given if served personally, or if mailed by certified mail, return receipt requested, to the following addresses:

If to Frisco Superdrome:
Frisco Superdrome in Frisco
Attention: Jim Travis
9700 Wade Blvd.
Frisco, TX 75035

If to McKinney:

City of McKinney
Attention: Larry Offerdahl
City of McKinney
P.O. Box 517
McKinney, Texas 75069

11) Term:

This Agreement may be renewed yearly, subject to approval of McKinney City Council and any applicable budget provisions. Payment shall be out of currently available revenues.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of _____, 2001.

CITY OF FRISCO

By: _____

GEORGE PUREFOY

City Manager

Date Signed: _____

ATTEST:

NAN PARKER

City Secretary

SUPERDROME

By: _____

JIM TRAVIS

Title: _____

Date Signed: _____

CITY OF McKINNEY

By: _____

LAWRENCE W. ROBINSON

City Manager

Date Signed: _____

ATTEST:

JENNIFER G. SPROULL

City Secretary

EXHIBIT A

Proposed Erwin Park Budget for 2001

Budget Codes	Revenues - 4000	2001 Budget (projected)
	Sponsorships	50,000.00
	Merchandise Sales	2,000.00
	Concession Sales	2,000.00
	Event Entry Fees	8,000.00
	Class\Instruction Fees	2,000.00
	Grants	21,000.00
Total Projected Revenues		85,000.00

Operating Expenses	2001 Budget (projected)
Superdrome fee	50,000.00
Temporary Labor	2,000.00
Professional Services	0.00
Promotional / Communications	15,000.00
Hospitality	1,000.00
Contract Services	1,000.00
Instructor's Fees	2,000.00
Telephone	500.00
Departmental Supplies	500.00
Postage	1,000.00
Medical Supplies	100.00
Contingency	2,000.00
Advertising	3,000.00
Travel, Meals, Lodging	500.00
Mileage Reimbursement	200.00
Insurance	2,000.00
Meetings	200.00
Due and Subscriptions	0.00
Rental Equipment	2,000.00
Event Prize Expense	500.00
Event Officials Expense	500.00

Furniture-Fixtures-Equipment	1,000.00
Sub-Total Expenses	85,000.00